RE CHAN CHOW WANG

[O.C.J. (Wee Chong Jin C.J., Sinnathuray & Lai Kew Chai JJ.) March 22, 1983]

[Singapore – Originating Motion No. 26 of 1982]

Legal Profession – Application for reinstatement as advocate and solicitor – Advocate struck off the Roll for champerty and fraud – Advocate struck off the Roll for almost 9 years by local court but continued to practise in Malaysia until November 1979 – Application for reinstatement premature – Legal Profession Act (Cap. 217), s. 102.

The applicant, a barrister, was admitted as an advocate and solicitor of the Supreme Court of Singapore on October 9, 1968 and from that date he practised in Singapore until November 22, 1974. On August 8, 1969 he was also admitted as an advocate and solicitor of the High Court of Malaya.

On November 22, 1974 the High Court of Singapore ordered that he be struck off the Roll of advocates and solicitors for champerty and fraudulent conduct in his dealings with his client. On March 29, 1979, he was disbarred by the Senate of the Inns of Court. On November 17, 1979 he was struck off the Roll of advocates and solicitors in Malaysia.

After he was struck off the Roll in Singapore in November 1974, he continued to practise in Malaysia until November 1979 having been permitted to practise there even though the Bar Council of Malaysia were aware that he had been disbarred in Singapore.

He applied under section 102 of the Legal Profession Act (Cap. 217) for an order that his name be replaced on the Roll of advocates and solicitors of the Supreme Court.

Held, dismissing the application: (1) in principle, sentences of exclusion from the legal profession need not be exclusive forever. On the other hand, the court has a duty to perform to the suitors of the court and to the profession of the law to take care that those who are re-admitted to it are persons on whose integrity and honour reliance may be placed. The court should also, in the public interest, on all the material before it be satisfied that the applicant is not likely to repeat the same offence or any other offence of a similar nature in the discharge of his professional duties before restoring him to the Roll;

(2) having regard to all the material before the court, the application was premature and should not be allowed.

ORIGINATING MOTION.

T.Q. Lim for the applicant.

J. Grimberg for the Law Society.

Cur. Adv. Vult.

Wee Chong Jin C.J. (delivering the Judgment of the Court): Mr. Chan Chow Wang, a barrister having been called to the Bar on November 21 1967, was admitted as an advocate and solicitor of the Supreme Court of Singapore on October 9, 1968 and from that date practised in Singapore until November 22, 1974. He practised in Singapore first as a legal assistant and from August 1, 1970 practised on his own. On August 8, 1969 he was also admitted as an advocate and solicitor of the High Court of Malaya.

On November 22, 1974 the High Court of Singapore ordered that Mr. Chan Chow Wang be struck off the Roll of advocates and solicitors which is kept by the Registrar pursuant to section 28(3) of the Legal Profession Act ("the Act"). On March 29, 1979 he was disbarred by the Senate of the Inns of Court. On November 17, 1979 he was struck off the Roll of advocates and solicitors in Malaysia.

He now moves under section 102 of the Act for an order that his name be replaced on the Roll of advocates and solicitors of the Supreme Court. The Law Society of Singapore has placed before the court a report as required by section 102(3). The report discloses that the applicant was struck off the Roll because he had been found guilty by the Disciplinary Committee and the High Court of (1) grossly improper conduct in entering into a champertous agreement with a Madam Seah Huay to accept as his fee 10% of any damages recovered in the event of success; (2) of fraudulent conduct in representing to Madam Seah Huay that the insurers of the employers of her son had offered to pay $3,300 as damages instead of $4,000 actually offered; and (3) of fraudulent conduct in deducting from the amount paid to him by the insurers the sum of $1,000 without disclosing this to the client.

The Law Society's report also discloses that there were two other complaints against the applicant to be heard and investigated by two Disciplinary Committees appointed in June 1973 and that these two matters are still pending. However, we have not been told the nature of these two complaints.

In support of his application the applicant has filed seventeen affidavits of trustworthy persons, many of whom are members of the legal profession here and in Malaysia, who testify that since his disbarment his conduct and character have been beyond reproach. The applicant has also in his own affidavit shown that he has been truly penitent.

In principle, sentences of exclusion from the

legal profession need not be exclusive forever. On the other hand, the court has a duty to perform to the suitors of the court and the profession of the law to take care that those who are readmitted to it are persons on whose integrity and honour reliance may be placed. The court should also, in the public interest, on all the material before it be satisfied that the applicant is not likely to repeat the same offence or any other offence of a similar nature in the discharge of his professional duties before restoring him to the Roll.

In the present case the applicant was admitted as an advocate and solicitor in October 1968 at the age of 22. He set up a practice on his own in August 1970. The offences which resulted in his name being struck off the Roll were committed between March 1972 and October 1972. He was then a young man of 26 and had practised on his own for less than two years. After he was struck off the Roll here in November 1974 he continued to practise in Malaysia until November 1979 having been permitted to practise there even though the Bar Council of Malaysia were aware that he had been disbarred here. In those five practising years in Malaysia there has been no complaint which would warrant disciplinary proceedings against him and from the affidavits of practising advocates and solicitors in Malaysia he had conducted himself honourably. Although it is now nearly nine years since his name has been struck off the Roll, he has been effectively unable to practise his profession for only three and a half years.

In our opinion, having regard to all the material now before us, the application is premature and should not be allowed and accordingly it is dismissed. We make no order as to costs.

Application dismissed.

Solicitors: *T.Q. Lim & Co.; Drew & Napier.*

TAN CHEE HOE & ANOR. v. RAM JETHMAL PUNJABI

[O.C.J. (Wee Chong Jin C.J.) April 14, 1983]

[Singapore – Originating Summons No. 385 of 1982]

Land Law – Option to purchase property – Acceptance Copy signed with additional words "who will then hold the same as stakeholders" after solicitors name – Whether this amounted to fresh term and material variation of offer – Whether counter offer or unqualified acceptance on purchasers' part.

Contract – Option to purchase –. Additional words in Acceptance copy amounting to variation of offer – Contract not binding on vendor – Option money forfeited.

The respondent in this case sought to sell his property at Unit 09-02 Parkway Mansion, Singapore. Through a real estate agent, he gave an option to the applications. The applicants purported to accept the offer contained in the option by signing the Acceptance Copy and through their solicitors delivered the same together with a cheque for $44,000 to the respondent's named solicitors. However, on the advice of their solicitors the words "who will then hold the same as stakeholders" were added after the words "Advani Hoo Morris & Kumar" (the name of the solicitors firm) on the signed Acceptance Copy. The respondent contended that there was no binding contract as the applicants had varied their offer by the addition of the words "who will then hold the same as stakeholders". Accordingly they sought to forfeit the option money paid by the applicants.

Held: the addition of the words "who will hold the same as stakeholders" introduced a fresh term by the applicants, the grantees of the option. It was a material variation of the offer and it amounted to a counter-offer on the part of the applicants which was not accepted by the respondent.

Cases referred to:

(1) *United Dominions Trust (Commercial) Ltd.* v. *Eagle Aircraft Services Ltd.* [1968] 1 All E.R. 104, 107.

CIVIL SUIT.

Hee Soo Yin (Miss) for the applicants.

Wee Beng Choo (Miss) for the respondents.

Cur. Adv. Vult.

Wee Chong Jin C.J.: The respondent owned a property known as Unit 09-02, Parkway Mansion, Singapore. He was minded to sell it and through a real estate agent he gave an option to the applicants. The material provisions of the option read as follows:–

"In consideration of Dollars Elevan Thousand ($11,000-00) as Option Money, I Ram Jethmal Punjabi the undersigned owner of the above property, hereby make the following offer which remains open for acceptance in the manner hereinafter stated below.

I hereby offer to sell to You or Your Nominees who accepts this offer in the manner hereinafter provided the above described property upon the terms as under. This offer may be accepted by the Purchaser signing at the foot of this Option marked 'ACCEPTANCE COPY' and delivering the same duly signed together with a DEPOSIT of 10% of the Purchase Price to my Solicitors, ADVANI HOO MORRIS & KUMAR who are authorised to acknowledge receipt of this deposit before the expiry of this Option.